1 General Remarks

The Red Dot GmbH & Co. KG (hereinafter “Red Dot”) operates the English language website “Red Dot Network” (www.red-dot-network.org). Access is granted via different, time-limited user authorizations, currently the 24-hour ticket.

2 Registration for the time-limited right of use

2.1 Registration for the time-limited usage authorisation can only be made via the website www.red-dot-network.org/24-hour-ticket.

2.2 After registration, the user will receive a confirmation email to the (previously verified) email address provided, containing a payment link.

2.3 The registration data are saved. The user can request this information at any time from service@red-dot-network.org.

2.4 The initial use permit is granted only after the full amount of the ticket has been paid.

3 Registration

3.1 Before using the services of the Red Dot Network, the user is obliged to register in accordance with the rules.

3.2 The user declares that all information provided during registration is correct and complete. The user is obliged to inform Red Dot immediately about changes of his data during the period of use.

3.3 Every user may only create one account.

3.4 The access data to the account are strictly confidential and may not be passed on third parties. The password must be kept secret.
4 Services (Benefits)

Red Dot shall provide the user with the exclusive services listed in the following in a password-protected, non-public area:

- Access to the Red Dot Winners, an online exhibition which lists all the winners of the three Red Dot competitions since 2011. That is a total of more than 20,000 winning products, projects and concepts, status 2019;

- Access to all editorial content and interviews contained in the articles of Red Dot: Team of the Year (since 2003), Red Dot: Agency of the Year (since 2008), Red Dot: Brand of the Year (since 2010) as well as Red Dot: Personality Prize (since 2020);

- Selected analyses by the Red Dot Institute (Red Dot Research);

- Insight into the lectures by Professor Dr. Peter Zec, as well as selected films about leading designers (Lectures and Movies)

- Insight into selected design-related contributions by Professor Dr Peter Zec and well-known Red Dot Ambassadors (Essays and Statements)

5 Usage Rights and Granting of Rights

5.1 For the profiles presented in the Red Dot Network as well as their contents the respective Red Dot Member is exclusively responsible. Red Dot does not take any responsibility for these profiles, for the content placed there, nor the actual identity of the Red Dot Member.

6 Payment, Invoicing

6.1 Red Dot is entitled, as its discretion, to transmit invoices and payment reminders as well as other contract documents to the user electronically.

6.2 Payment for the respective time-limited right of use is due immediately upon receipt of the invoice.

6.3 The user is aware that it is technically impossible to guarantee one hundred per cent availability of the “Red Dot Network” website. Short interruptions, particularly related to problems with maintenance, security or capacity, as well as events that are beyond the control of Red Dot (e.g. power failure, hacker attacks, breakdown of public communications networks, etc.) are possible.
7 Term and Termination of the Contract

7.1 The 24-hour ticket runs for the duration of the minimum usage period, usually twenty-four (24) hours.

The right of use ends automatically after the expiry of the time limit booked in each case, if this is not extended by mutual agreement in good time before termination. In the event of an extension, the right of use shall then end at the end of the last extension.

7.2 Red Dot is entitled to terminate the agreement without notice particularly (but not exclusively) if the following events arise:

- The user fails to comply with legal requirements.
- The user is in breach of contractual obligations.
- The presence of the user causes lasting damage to the reputation of the Red Dot Network.

7.3 Should there be good cause in accordance with section 7.2, Red Dot is entitled to take the following measures at its discretion:

- Issuing of a warning
- Denial of access to the services on the websites of Red Dot

7.4 In all the aforementioned cases the user has no right to claim a refund on payments made.

8 Responsibility for contents

Red Dot assumes no responsibility for contents, data and/or information provided by the companies of the Red Dot Network, nor does it assume responsibility for the contents of external internet sites that can be reached via links on the Red Dot Network. Red Dot in particular does not guarantee that such contents are accurate or truthful, that facts are rendered in full or serve a certain purpose or are fit for such a purpose.

9 Customer Service

Customer service by Red Dot for the Red Dot Network is available to users via the contact person named on the website under www.red-dot-network.org (per email or telephone).
10 Obligations and Liabilities of Red Dot

Claims for damages – for whatever legal reason – against Red Dot (including its vicarious agents) are excluded.

This all not apply in the event of malicious concealment of a defect, the injury to life, body or health and/or an intentional or roughly negligent breach of duty by Red Dot as well as its vicarious agents.

Otherwise, claims for damages due to the violation of essential contractual obligations shall be limited to contract-typical, foreseeable damage, as far as there is no intent or gross negligence or liability for injury to life, body or health.

11 Data Protection

Red Dot complies with all applicable data protection regulations. Red Dot does not pass on personal data from the user's page or the page of third parties without prior consent or otherwise refers them to third parties. Details related to the processing of company data are regulated by the privacy policy of Red Dot which can be viewed at www.red-dot-network.org.

12 Concluding Provisions

12.1 Red Dot reserves the right to amend these General Terms and Conditions at any time without giving any reason. Red Dot always publishes the valid version on its website https://www.red-dot-network.org/24-hour-ticket/.

12.2 Unless otherwise stipulated, users can transmit all communications to Red Dot by email or telephone to the contact person named on the www.red-dot-network.org website. Red Dot can send messages to a user by email or letter using the last current contact information provided by the user.

12.3 Should individual provisions of these General Terms and Conditions be or become invalid, the remaining provisions shall remain unaffected.

12.4 The place of fulfilment is Berlin.

12.5 The exclusive place of jurisdiction for all claims arising from and with this contractual relationship is Berlin, if the user has no general jurisdiction in Germany.
12.6
The legal relationship shall be governed exclusively by German law, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of law rules of private international law, particularly the "Rome I" regulation; for contracting parties who are consumers, more favourable norms of the law applicable to his habitual residence take precedence over the law specified in this regulation.

Status: 6 July 2020